

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
WACO DIVISION

Chris Humphreys  
*Plaintiff*

v.

The Inspiration Networks  
*Defendant*

) Case Number: W09CA206

FILED  
AUG 18 2009  
CLERK, U.S. DISTRICT COURT  
BY DEPUTY CLERK  
WESTERN DISTRICT OF TEXAS

**Complaint**

1. Chris Humphreys is an independent television producer with credits on multiple programs. His address is 309 Chamberly Rd. Waco, TX 76712. He brings this complaint due to a breach of contract by The Inspiration Networks.
2. The Inspiration Networks is a cable television network located at 3000 World Reach Drive, Indian Land, SC 29707.
3. Federal Diversity jurisdiction is proper in this case under 28 USC § 1332. There is diversity of citizenship between the parties and the amount in controversy is in excess of \$75,000.
4. In October of 2005 Chris Humphreys traveled to Europe to begin filming two episodes and a pilot for a travel television program called "Getting Out of The City."

5. In March of 2006 Mr. Humphreys began a dialogue with Pam Oden, who was then the Senior Account Executive for The Inspiration Networks, and a meeting was scheduled between her and Mr. Humphreys for April of 2006 to discuss the possibility of Mr.

Humphreys producing "Getting Out of The City" for The Inspiration Networks.

6. In April of 2006 Mr. Humphreys flew to North Carolina, which was then the home of The Inspiration Networks, and met Ms. Oden and others to show them the demo length pilot for "Getting Out of The City."

7. During the April 2006 meeting, Ms. Oden indicated that she loved the "Getting Out of The City" pilot and thought that it would make a great fit for iLifetv, a daughter network of The Inspiration Networks, and that she was going to pass along Mr. Humphreys' materials to Ron Shuping, head of programming for The Inspiration Networks, and that he would most likely pass them along to Christie Legg, Vice President of iLifetv.

8. Approximately a week after the April 2006 meeting, Mr. Humphreys was contacted by Christie Legg to further discuss the possibility of The Inspiration Networks picking up "Getting Out of The City."

9. On May 2, 2006 Mr. Humphreys submitted a budget to Ms. Legg which provided for 13 episodes of "Getting Out of The City" at \$20,000 per episode, which would begin being paid to Mr. Humphreys in December of 2006. This budget was confirmed several times from May 2006 and into 2007 through several emails between Ms. Legg and Mr. Humphreys.

10. On May 11, 2006 Mr. Humphreys received a letter of intent from Ms. Legg which stated that The Inspiration Networks would pick up air time on its network for "Getting Out of The City," The Inspiration Networks would schedule "Getting Out of The City" at

such times that it would receive distribution on each of its affiliates, and that Mr. Humphreys could use the letter of intent to solicit and secure necessary sponsorship and funding for the continued production of "Getting Out of The City."

11. After receiving the letter of intent from the Inspiration Networks, Mr. Humphreys, as per the advice of Ms. Legg, used the letter of intent to secure a \$50,000 line of credit from American Bank in Waco, TX for the continued production of "Getting Out of The City."

12. After receiving the line of credit, Mr. Humphreys used the funds to employ a Dallas company to compose music for "Getting Out of The City" and to travel to European and Mediterranean destinations several times to complete production of the remaining episodes.

13. From September through December of 2006 there was regular correspondence between Mr. Humphreys and Ms. Legg regarding the progress of "Getting Out of the City."

14. In December of 2006, Mr. Humphreys, knowing that he was to begin delivering episodes soon, began to inquire as to how he was to format the programs. It was at this time that Ms. Legg informed Mr. Humphreys that The Inspiration Networks had been unable to discuss Mr. Humphreys' program during their budget meeting and that it would have to be brought up during a January 2007 meeting to discuss new programming.

15. In January of 2007, Mr. Humphreys continually inquired as to the progress of the budget meetings as well as technical information concerning delivery of "Getting Out of the City." Ms. Legg responded to Mr. Humphreys' technical questions but was continually evasive as to the status of the budget meetings.

16. Toward the end of January 2007, The Inspiration Networks released a press release stating that they were breaking ground on a new campus in South Carolina, their present location.

17. On February 6, 2007 Ms. Legg sent an email to Mr. Humphreys which stated that no money had been allocated to The Inspiration Networks for funding of new programs for 2007. However, the email stated that the situation would be reevaluated in a few months and that Mr. Humphreys would be at the top of her list when their budget would allow for new programming.

18. Mr. Humphreys, believing his contract with The Inspiration Networks to still be in effect, refrained from pitching "Getting Out of The City" to other networks from February 2007 until the middle of 2008 when correspondence between the parties ceased; Mr. Humphreys having never been paid for the 13 episodes he had taken the line of credit out to produce.

19. The May 11, 2006 letter of intent and corresponding email and telephone conversations between Mr. Humphreys and Ms. Legg constituted a valid and enforceable contract between The Inspiration Networks and Mr. Humphreys for the network to pick up Mr. Humphreys' travel program "Getting Out of The City."

20. The terms of this contract were 13 episodes at \$20,000 an episode for a total of \$260,000.

21. The Inspiration Networks breached the parties' contract under Texas Law by reneging on its promise to pick up "Getting Out of The City."

Mr. Humphreys prays this court to grant him his benefit of the bargain damages of \$260,000. Alternatively, Mr. Humphreys prays for restitution of the \$50,000 line of

credit he took out in reliance of The Inspiration Networks' letter of intent. If the court finds no valid contract between the parties, Mr. Humphreys prays for Quantum Meruit. Mr. Humphreys will additionally seek to recover his attorneys fees under Chapter 38 of the Texas Civil Practice & Remedies Code.



Joshua Jones  
Attorney for Plaintiff  
Texas State Bar Number: 24065517  
August 17, 2009

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Fax: 512-687-6222

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

### I. (a) PLAINTIFFS

Chris Humphreys

### DEFENDANTS

The Inspiration Networks

(b) County of Residence of First Listed Plaintiff McLennan  
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED.

Attorneys (If Known)

(c) Attorney's (Firm Name, Address, and Telephone Number)

The Law Office of Joshua G. Jones

401 Congress Ave Ste. 1540

Austin, TX 78701

Tel: 512-687-6221

### II. BASIS OF JURISDICTION

(Place an "X" in One Box Only)

- |  |  |
|--|--|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)                        |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input checked="" type="checkbox"/> 4 Diversity<br>(Indicate Citizenship of Parties in Item III) |

### III. CITIZENSHIP OF PRINCIPAL PARTIES

(Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF	PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4 <input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6

### IV. NATURE OF SUIT

(Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<b>PERSONAL INJURY</b>	<b>PROPERTY RIGHTS</b>	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<b>SOCIAL SECURITY</b>	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 510 Fair Labor Standards Act	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 520 Labor/Mgmt. Relations	<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 390 Other Personal Injury	<input type="checkbox"/> 530 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input checked="" type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<b>LABOR</b>	<input type="checkbox"/> 540 Railway Labor Act	<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 892 Economic Stabilization Act
<b>REAL PROPERTY</b>	<b>CIVIL RIGHTS</b>	<b>PRISONER PETITIONS</b>	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<b>Habeas Corpus:</b>	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 865 RSI (405(g))	
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights	<b>FEDERAL TAX SUITS</b>	
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
			<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
			<b>IMMIGRATION</b>	
			<input type="checkbox"/> 462 Naturalization Application	
			<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee	
			<input type="checkbox"/> 465 Other Immigration Actions	

### V. ORIGIN

(Place an "X" in One Box Only)

- |   |   |  |   |  |   |  |
|---|---|--|---|--|---|--|
| <input checked="" type="checkbox"/> 1 Original Proceeding | <input type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | <input type="checkbox"/> 5 Transferred from another district (specify) _____ | <input type="checkbox"/> 6 Multidistrict Litigation | <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment |
|---|---|--|---|--|---|--|

### VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
**28 U.S.C. 1332**

Brief description of cause:

**Breach of Contract due to Inspiration Networks' failure to pick up Mr. Humphreys' television program as agreed.**

### VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION      DEMAND \$ \_\_\_\_\_  
UNDER F.R.C.P. 23      260,000.00      CHECK YES only if demanded in complaint:  
JURY DEMAND:       Yes       No

### VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

SIGNATURE OF ATTORNEY OF RECORD

08/17/2009

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INTAKE COPY

FILING FEE RECEIPT COPY

DUPLICATE

Court Name: TEXAS WESTERN  
Division: 6  
Receipt Number: 600002145  
Cashier ID: smiles  
Transaction Date: 08/18/2009  
Payer Name: LAW OFFICE OF JOSHUA G JONES

CIVIL FILING FEE  
For: LAW OFFICE OF JOSHUA G JONES  
Amount: \$350.00

CHECK  
Check/Money Order Num: 1013  
Amt Tendered: \$350.00

Total Due: \$350.00  
Total Tendered: \$350.00  
Change Amt: \$0.00

CIVIL CASE FILING FEE.  
6:09-CV-206. CHRIS HUMPHREYS VS  
THE INSPIRATION NETWORKS. CHECK  
PAID BY THE LAW OFFICE OF JOSHUA G.  
JONES; 401 CONGRESS AVENUE, STE  
1540; AUSTIN, TX 78701